

1. COMES NOW Plaintiffs, by and through their attorney, Joseph E. Campbell, and bringing this Complaint For Damages and Injuries caused by the Defendants, negligent and tortious conduct. This action is brought pursuant to §41-4-1, et seq., NMSA 1978, Notice of Claims; and §10-16C-1 et seq. NMSA 1978, Whistleblower Protection Act; the Constitution of the United States; the New Mexico Constitution; and the Laws of the State of New Mexico.

## JURISDICTION

## **CONSOLIDATED COMPLAINT FOR DAMAGES**

STATE OF NEW MEXICO DEPARTMENT OF PUBLIC SAFETY; and

GORDEN E. EDEN, Jr. (Former Cabinet Secretary, Department of Public Safety); and

STATE OF NEW MEXICO LAW ENFORCEMENT ACADEMY; and

GORDEN E. EDEN, Jr. (Former Cabinet Secretary, Department of Public Safety); and

PATRICK MOONEY (Deputy Cabinet Secretary, Department of Public Safety); and

LOUIS MEDINA (Director of New Mexico Law Enforcement Academy),

JACK JONES (Deputy Director of New Mexico Law Enforcement Academy),

JIM HIS INDIVIDUAL AND OFFICIAL CAPACITY; AND

LOUIS MEDINA (Director of New Mexico Law Enforcement Academy),

JACK JONES (Deputy Director of New Mexico Law Enforcement Academy),

JIM HIS INDIVIDUAL AND OFFICIAL CAPACITY; AND

MARK SHEA (Advanced Bureau Chief at New Mexico Law Enforcement Academy),

JIM HIS INDIVIDUAL AND OFFICIAL CAPACITY; AND

WILLIAM HUBBARD (Interim Director of New Mexico Law Enforcement Academy),

JIM HIS INDIVIDUAL AND OFFICIAL CAPACITY; AND

WILLIAM HUBBARD (Interim Director of New Mexico Law Enforcement Academy).

14-CV-00428-KBM-SCY  
14-CV-00422-SCY-RHS  
14-CV-00440-SCY-KBM  
14-CV-00441-SCY-RHS

EARL C. VOLLES, III  
ANTHONY MAXWELL  
GEORGE PUIG  
PHILLIP GALLEGO  
Plaintiff

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

7. Defendant, State of New Mexico Law Enforcement Academy (hereafter NMLEA) maintains offices at 4491 Cerillos Rd, Santa Fe, NM 87507. At all times relevant to this action is a governmental law enforcement entity located in Santa Fe County, New Mexico and employed Defendants Gordon E. Eden, Jr. and Patrick Mooney.

6. Defendant, State of New Mexico Department of Public Safety (hereafter NMDPs) is a governmental law enforcement entity within New Mexico and maintains offices at 4491 Cerillos Rd, Santa Fe, NM 87507. At all times relevant to this action Defendant, State of New Mexico Department of Public Safety operated the State of New Mexico Law Enforcement Academy. At all times material to this action the New Mexico Department of Public Safety operated the New Mexico Law Enforcement Academy.

5. Plaintiff, Phillip Gallegos (hereafter Gallegos) is an adult individual residing in Rio Arriba County, New Mexico. At all times relevant to this action Plaintiff Phillip Gallegos was employed by Defendant, State of New Mexico Law Enforcement Academy.

4. Plaintiff, George Puga (hereafter Puga) is an adult individual residing in Santa Fe County, New Mexico. At all times relevant to this action Plaintiff George Puga was employed by Defendant, State of New Mexico Law Enforcement Academy.

3. Plaintiff, Anthony Maxwell (hereafter Maxwell) is an adult individual residing in Santa Fe County, New Mexico. At all times relevant to this action Plaintiff Plaintiff Earl Voiles was employed by Defendant, State of New Mexico Law Enforcement Academy.

2. Plaintiff, Earl C. Voiles, III (hereafter Voiles) is an adult individual residing in Sandoval County, New Mexico. At all times relevant to this action Plaintiff Plaintiff Earl Voiles was employed by Defendant, State of New Mexico Law Enforcement Academy.

## II. PARTIES

Defendant, State of New Mexico Department of Public Safety operated the State of New Mexico Law Enforcement Academy. At all time material to this action the New Mexico Law Enforcement Academy employed Plaintiff and Defendants William Hubbard, Louis Medina and Jack Jones.

8. Defendant, Gordon E. Eden, Jr. (hereafter Eden) at all times material to this action was the Cabinet Secretary of the New Mexico Department of Public Safety.

9. Defendant, Patrick Mooney (hereafter Mooney) at all times material to this action was the Cabinet Secretary of the New Mexico Department of Public Safety.

10. Defendant, Louis Medina (hereafter Medina) at all times material to this action was the Director of the New Mexico Law Enforcement Academy. At all times material to this action Louis Medina was the direct supervisor of Defendant Jack Jones.

11. Defendant, Jack Jones (hereafter Jones) at all times material to this action was the Deputy Director of the New Mexico Law Enforcement Academy. At all times material to this action Jack Jones was a direct supervisor of Plaintiff Mooney, Maxwell, Puga and Gallegos.

12. Defendant, Mark Shea (hereafter Shea) at all times material to this action was the Advanced Bureau Chief of the New Mexico Law Enforcement Academy. At all times material to this action Shea was a direct supervisor of Plaintiff Mooney, Maxwell, Puga and Gallegos.

13. Defendant William Hubbard (hereafter Hubbard) at all times material to this action was the Interim Director of the New Mexico Law Enforcement Academy. At all times material to this action Hubbard was a direct supervisor of Plaintiff Mooney, Maxwell, Puga and Gallegos.

Puga and Gallegos.

material to this action William Hubbard was a direct supervisor of Plaintiff Mooney, Maxwell, Puga and Gallegos.

14. Paragraphs 1 through 13 above are incorporated herein as if set forth at length.

15. Plaintiff Voiles was hired by Defendant NMLEA on January 7, 2012 as an instructor at the New Mexico Law Enforcement Academy for both the basic and advanced police officer training.

16. Plaintiff Voiles' primary job assignments included, but were not limited to: curriculum development of both basic and advanced police officer training lesson plans; coordinate and conduct "Special Skills" training related to basic and advanced police officer training; assist in monitoring budget analysis and inventory of equipment related to the basic and advanced police officer training; assist in the recommendation and implementation of new training; assist in monitoring budget analysis and inventory of equipment related to the basic and advanced police officer training; and, assist in the recommendation and implementation of new instructional technologies for inclusion to basic and advanced police officer training.

17. Plaintiff Maxwell was hired by Defendant NMLEA on January 7, 2012 as an instructor at the New Mexico Law Enforcement Academy for both the basic and advanced police officer training.

18. Plaintiff Maxwell's primary job assignments included, but were not limited to: curriculum development of both basic and advanced police officer training lesson plans; coordinate and conduct "Special Skills" training related to basic and advanced police officer training; assist in monitoring budget analysis and inventory of equipment related to the basic and advanced police officer training; assist in the recommendation and implementation of new instructional technologies for inclusion to basic and advanced police officer training.

#### AS TO ALL PLAINTIFFS

#### OCCURRENCE 1 - DORMATORY and CAFETERIA

#### COUNT 1 - NEGLIGENCE and WHISTLE BLOWER RETALIATION

problems that arose with the cadets, which were housed at the Law Enforcement Academy.

periodically supervise the cadets after instructional hours, to handle any emergency and/or

26. Additionally, Plaintiff Volles, Maxwell, Puiga and Gallegos were required to

25. All Plaintiffs were also required to become certified instructors at the NMLEA.

required to perform all of the duties of the basic bureau chief.

24. Plaintiff Gallegos was required to become a certified police officer and was

23. Plaintiff Volles, Maxwell, and Puiga were required to become certified police

officers with the position of Police and Sheriff Patrol Officer Advanced, equivalent to the rank of

22. Plaintiff Gallegos was commissioned as a Special Investigations Division Agent

by Secretary Gordon Eden on September 25, 2011.

Bureau on May 14, 2011.

21. Plaintiff Gallegos was hired as Bureau Chief of the Basic Police Officer Training

instructing technological for inclusion to basic and advanced police officer training.

advanced police officer training; and, assist in the recommendation and implementation of new

training; assist in monitoring budget analysis and inventory of equipment related to the basic and

coordinate and conduct "Special Skills" training related to basic and advanced police officer

curriculum development of both basic and advanced police officer training lesson plans;

20. Plaintiff Puiga's primary job assignments included, but were not limited to:

training divisions.

instructor at the New Mexico Law Enforcement Academy for both the basic and advanced

19. Plaintiff Puiga was hired by Defendant NMLEA on January 7, 2012 as an

Case 1:14-cv-00428-KBM-SCY Document 25 Filed 10/03/14 Page 6 of 42

27. To facilitate the long work schedule and requirement of periodic supervision while cadets were attending classes at the Law Enforcement Academy, Plaintiff Vaffles, Plaintiff Maxwell, Plaintiff Puiga and Plaintiff Galliegos, were told by William Hubbard as later reaffirmed by Louis Medina and Deputy Director Andy Montoya, that they were allowed to stay in the Law Enforcement Academy dorms and eat at the cafeteria, free of charge, as benefits of their employment.

28. In February of 2012, Plaintiffs Vaffles, Maxwell, Puiga and Galliegos also noticed Defendant Hubbard and Assistant Director Andy Montoya that there were problems with the Cadet dormitories including lack of proper heating, hot water, a strong odor of gas, disconnection of fire alarms, and lack of personal hygiene supplies. Additionally, the only elevator available for use by handicapped or disabled individuals was inoperable.

29. Following an incident on February 22, 2012, involving a "man with a rifle" Maxwell that the Emergency Evacuations and Shelter in Place Plan in effect for the Law Enforcement Academy property, it was discovered by Plaintiff Anthony adjscent to the Law Enforcement Academy property, it was discovered by Plaintiff Anthony Maxwell that the Emergency Evacuations and Shelter in Place Plan in effect for the Law Enforcement Academy was out of date.

30. On February 22, 2012 Plaintiff Maxwell submitted a report entitled "Emergency Shelter in Place Event". This report detailed serious fire and safety compliance deficiencies at Shelter in Place Event". This report detailed serious fire and safety compliance deficiencies at Enforcement Academy Directors concerning fire, evacuation and health and safety issues at

31. Plaintiff Maxwell's report contained 13 separate recommendations to the Law Enforcement Academy. Plaintiff Maxwell's report contained 13 separate recommendations to the Law Enforcement Academy. Plaintiff Maxwell's report contained 13 separate recommendations to the Law Enforcement Academy. Plaintiff Maxwell's report contained 13 separate recommendations to the Law Enforcement Academy.

32. Plaintiff Galliegos concurred in the recommendations in the report and forwarded this report to Andy Montoya and Defendant Hubbard.

33. On February 23, 2012, Plaintiff Gallagos ordered an evacuation of the LEA dormitories after discovering a heavy gas odor was present. Santa Fe Fire was called and they arrived and vented the dormitory.

34. As a result of this incident it was discovered a gas valve would purge gas when pressure reached a certain level.

35. Also as a result of this incident it was discovered that the LEA dormitory fire alarms were not connected to the Santa Fe City Fire Department.

36. Plaintiffs Voiles, Maxwell, Puga and Gallagos raised these and additional concerns about the water and HVAC system of the dormitories to Defendant Hubbard in a memo dated February 23, 2012.

37. For the early months of 2012 Plaintiffs Voiles, Maxwell, Puga and Gallagos reported to Defendant Hubbard and Assistant Director Montoya that at least 29 cadets and instructor staff from class 183, as well as additional cadets and instructors from the State Police Training Academy, had complained of being sick due to eating in the LEA cafeteria.

38. In March of 2012, Plaintiffs Voiles, Maxwell, Puga and Gallagos continued to report to Defendant Medina and Andy Montoya that cadets were still getting sick from eating at the LEA cafeteria and continued deficiencies with the LEA dormitories.

39. On May 8, 2012, Plaintiff Maxwell became seriously ill and was hospitalized after eating at the Academy cafeteria.

40. On May 12, 2012 Plaintiff Voiles contacted the New Mexico State Health Department, on behalf of Plaintiff Maxwell concerning the LEA cafeteria. The Academy cafeteria was ordered shut down for various violations of the health code and extensive repairs were needed before the cafeteria could be reopened.

41. Following these incidents Plaintiffs Voiles, Maxwell, Puga and Gallegos were told by Defendant Medina, that Defendant Mooney had ordered that Plaintiffs Voiles, Maxwell, Puga and Gallegos were no longer allowed to stay in the Academy dormitories or eat at the Academy cafeteria for free.

42. Following the denial of the use of the dormitories, when instructors worked extended hours they were required to sleep in their cars, in full view of the cadets.

43. Additionally, Plaintiffs Voiles, Maxwell, Puga and Gallegos were subsequently told by Defendant Medina that they were to have no contact with the police cadets after 5:00 p.m.

44. As detailed above Plaintiffs Voiles, Maxwell, Puga, and Gallegos, during their employment with Defendant, LEA, reported and made known numerous problems, irregularities, improper and possibly illegal activities with the operation of the LEA dormitory and cafeteria.

45. As a result of Plaintiffs Voiles, Maxwell, Puga, and Gallegos reporting of these issues they were retaliated against by the Defendants as detailed above.

46. The retaliation included, but was not limited to, being threatened with loss of their job, having privileges and benefits taken away, having statutory due process rights violated and having their constitutional rights violated.

47. All Defendants were prohibited from retaliatory actions against Plaintiffs Voiles, Maxwell, Puga and Gallegos' disclosure of the above detailed problems pursuant to NMSA 10-48. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiffs Voiles,

16C-1 et.seq.

required by the NMAC and LEA Guidelines.

developed and taught to Basic Cadet Class 182 was ever approved, certified or accredited as own material in place of the outdated material. None of the materials that Plaintiff Gallegos 52. Plaintiff Gallegos was told by acting Director of LEA Gil Nasar to develop his instruction material from 2003 and 2004, and some as far back as the 1990's.

material. Acting Director of LEA Gil Nasar showed Plaintiff Gallegos outdated course deficiencies with the Basic Academy curriculum and inquired about current course instruction 51. Beginning with Basic Cadet Class 182 in 2011, Plaintiff Gallegos noticed 50. Paragraphs 1 through 49 above are incorporated here as if set forth at length

#### AS TO ALL PLAINTIFFS

#### OCCURRENCE 2 - CURRICULUM

#### COUNT 2 - NEGLIGENCE and WHISTLE BLOWER RETALIATION

may be just and proper under the circumstances of this case.

compensatory damages together with costs of suit and attorney's fees, and such other relief as individual favor and against all Defendants, jointly and/or severally, and an award for Plaintiff, Plaintiff Vailles, Maxwell, Puiga and Gallegos demand judgment in their WHEREFORE, Plaintiff Vailles, Maxwell, Puiga and Gallegos suffered and continues to suffer compensatory damages and emotional distress.

49. As a direct and proximate result of the actions of all Defendants, Plaintiff Vailles, Jones and Shea under the doctrine of *respondeat superior*.

Maxwell, Puiga and Gallegos for the actions or omissions of Defendants Eden, Mooney, Medina,

convened by Defendant Eden, comprised of three outside, independent Police Department Maxwell and Puiga were required to appear before an LFA Special Investigative Committee, 60. Finally, following the completion of Basic Cadet Class 183 Plainiffs Villes,

Plans.”

the next academy class so that we can devote all our time and efforts to re-writing the lesson

59. This memo specifically stated, “My recommendation is to consider postponing

Curriculums and the fact that the curriculums were dangerously outdated.

Medina and Andy Montoya specifically addressing the Basic Academy and Satellite Academy

58. On March 9, 2012 Plainiff Gallagos submitted another Memo to Defendant

letter showed a lack of confidence in the DPs leadership.

57. Interim Director Hubbard also told Plainiff Gallagos that his submission of the

be dismissed without cause?”

Gallagos with termination and stated, “Do you realize you are a probationary employee and can

56. Upon submission of this letter, Interim Director Hubbard threatened Plainiff

Enforcement Academy’s mission.

Defendant Hubbard, per Hubbard’s request, that would help in the operation of the Law

55. On February 13, 2012 Plainiff Gallagos submitted a letter of recommendations to

was made orally to Andy Montoya and Defendant Medina.

Enforcement Academy be shut down while the curriculum was updated. This recommendation

54. Plainiffs Villes, Maxwell, Puiga and Gallagos recommended that the Law

LFA Guidelines, were dangerously out of date.

Defendant William Hubbard that the Basic Academy curriculum, as required by the NMAC and

53. In January of 2012, Plainiffs Villes, Maxwell, Puiga, and Gallagos informed

Plaintiffs for use in teaching the legal course other than cartoon slides. Upon information and 68. Defendant Shea did not provide any course material for the legal block to about Elliott Gutmann's failure to teach the legal course and the complications it was causing.

67. Plaintiffs Voiles, Maxwell, Puiga and Gallegos complained to Defendant Shea Elliott Gutmann's last minute decision not to teach the legal course.

66. For Basic Cadet Class 183, Plaintiffs Voiles, Maxwell, Puiga and Gallegos were instructed by acting Director Gil Nasar to teach the legal course (block four) following Instructor required Plaintiff Puiga to teach the lessons.

65. Defendant Shea never approved, certified or accredited these lesson plans but simulations, Night Time Practicum and Night Time Building Searches.

64. Plaintiff Puiga developed curriculum for Radio Procedures, Patrol Response and submit them to Defendant Shea for approval, certification and accreditation.

63. Plaintiff Puiga had to rush to develop current course material for patrol procedures required by the NMAC and LEA Guidelines.

62. For Basic Cadet Class 183, Plaintiff Puiga requested course instruction material flash drive containing outdated and incomplete material which was not certified or accredited as for the patrol procedures section of instruction. Defendant Shea provided Plaintiff Puiga with a and MAC and LEA Guidelines.

61. In February of 2012, Defendants Medina and Shea both stated to Plaintiff Voiles, Maxwell, Puiga and Gallegos that the Basic Academy curriculum was not accredited; however, each of the cadet classes were simply certified upon graduation. This is a violation of the close the LEA until the curriculum could be updated, certified and accredited.

Command Staff personnel, where they made the same recommendations, for a third time, to Command Staff personnel, where they made the same recommendations, for a third time, to

Medina to re-teach the class taught by Elliot Gutmann.

75. Plaintiffs Voiles, Maxwell, Puiga and Gallegos were instructed by Defendant it legal course. The class had an excessively high failure rate.

74. Elliot Gutmann was instructed by Defendant Shea to teach Basic Cadet Class 184 publicly commented them on their work.

73. In August of 2012 the LEA Special Investigative Committee produced an extensive report which cleared Plaintiffs Voiles, Maxwell and Puiga of any wrongdoing and Crime Stoppers alleging Plaintiffs Voiles, Maxwell and Puiga provided test answers to the cadets Crime Stoppers basis of the investigation was a June 2012 anonymous letter to

72. The purported basis of the investigation was a June 2012 anonymous letter to Department Command Staff personnel.

71. Following completion of Basic Cadet Class 183, Plaintiffs Voiles, Puiga and Maxwell were the subjects of an internal investigation by an LEA Special Investigative Committee, convened by Defendant Eden, comprised of three outside, independent Police

70. None of the materials developed and taught by Plaintiffs Voiles, Maxwell, Puiga and Gallegos were approved, certified or accredited by Defendant Shea even though they were developed their own material for the legal block of instruction.

69. Plaintiff Puiga asked Defendant Shea for any additional course material on the legal course but none was provided. Plaintiffs Voiles, Maxwell, Puiga and Gallegos had to believe, these were the same cartoon slides used by the Albuquerque Police Academy which the U.S. Department of Justice stated were inadequate for instructional purposes.

certified or accredited from 2004 to present.

83. Upon information and belief, none of the Basic course instruction for any of the line New Mexico Satellite Academies certified by LEA was properly updated, approved, and none of the Basic course instruction material which was provided to Plaintiffs did not contain the certification and accreditation as required by the NMAC and LEA Guidelines.

82. Additionally, the Basic course instruction material which was provided to Plaintiffs did not contain the certification and accreditation as required by the NMAC and LEA Guidelines.

81. During their respective tenure at LEA Plaintiffs Voiles, Maxwell, Puga and Gallegos were unable to find any Basic course instruction material which were properly approved, certified or accredited.

80. Upon information and belief, none of the Basic LEA courses were properly updated, certified or accredited from 2004 through 2013, with the exception of Firearms Training and Defensive Tactics.

79. For Basic Cadet Classes 183 and 184, upon information and belief, none of the courses taught by Plaintiff Voiles, Maxwell, Puga and Gallegos were certified or accredited as required by the NMAC and LEA Guidelines.

78. Plaintiffs Voiles, Maxwell and Puga were not certified as LEA instructors until November 30, 2012 after the completion of Basic Cadet Class 184.

77. Additionally, Plaintiffs Voiles, Maxwell and Puga were not certified as instructors by the LEA for Basic Cadet Class 183 or 184.

76. Plaintiffs Voiles, Maxwell, Puga and Gallegos used the material they developed for Basic Cadet 183 to teach Basic Cadet Class 184 its legal course. This material had still not been approved or certified as required by the NMAC and LEA Guidelines.

not properly updated, approved, certified or accredited from 2004 to present.

Certification course instruction, which was taken directly from the Basic Cadet Academy, was

91. Upon information and belief, some of the Advanced Officer Bi-annual

was taken directly from the Basic Cadet Academy.

Gallagos observed that some of the Advanced Officer Bi-annual Certification course instruction

90. During their respective tenure at the LEA Plainiffs Vailles, Maxwell, Puga and

properly updated, certified or accredited from 2004 through 2013.

89. Upon information and belief, none of the Dispatcher Academy courses were

NMAC and LEA Guidelines.

provided to Plainiffs did not contain the certification and accreditation as required by the

88. Additionally, the Dispatcher Academy course instruction material which was

properly approved, certified or accredited.

Gallagos were unable to find any Dispatcher Academy course instruction material which were

87. During their respective tenure at LEA Plainiffs Vailles, Maxwell, Puga and

instruction material were properly updated, certified or accredited from 2004 through 2013.

86. Upon information and belief, none of the Dispatcher's Academy's course

(91 Dispatcher's) Academy.

Gallagos also taught the Public Safety Telecommunications Curriculum for the Dispatcher's

85. During their respective tenure at LEA Plainiffs Vailles, Maxwell, Puga and

academies which were properly approved, certified or accredited.

Gallagos were unable to find any Basic course instruction material for any of the satellite

84. During their respective tenure at LEA Plainiffs Vailles, Maxwell, Puga and

92. Plaintiffs agree with the DOJ findings and allege that the failure to have properly certified and standardized instruction for law enforcement officers makes it impossible to ensure the training the officers receive accurate reflects the state of the law and/or the best policing practices. In addition it is impossible to tell whether the content of the instruction the Cadets received was the same from one academy class to the next and thus whether cadets came into the field with the same base of knowledge.

93. Following these incidents Plaintiffs Volles, Maxwell, Puga and Gallegos were ordered by Defendants Medina, Moonen and Eden that Plaintiffs were prohibited from discussing the fact that the curriculum was not certified with anyone outside of the Law Enforcement Academy.

94. As detailed above Plaintiffs Volles, Maxwell, Puga, and Gallegos, during their employment with Defendant, LEA, reported and made known numerous problems, irregularities, improper and possibly illegal activities associated with LEA curriculum.

95. As a result of Plaintiffs Volles, Maxwell, Puga, and Gallegos' reporting of these issues they were retaliated against by the Defendants as detailed above.

96. The retaliation included, but was not limited to, being threatened with loss of their job, having privileges and benefits taken away, having statutory due process rights violated and having their constitutional rights violated.

97. All Defendants were prohibited from retaliatory actions against Plaintiffs Volles, Maxwell, Puga and Gallegos' disclosure of the above detailed problems pursuant to NMSA 10-16C-1 et seq.

98. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiffs Volles,

missing laptop boxes had a tag on it that read "Property of Mark Shea".

the Law Enforcement Academy vault, which had to be drilled to be opened. Each of the 89 103. On February 15, 2012, Plaintiffs Puiga and Maxwell found 89 missing laptops in

to this assignment of personnel.

including, computers, firearms, vehicles and supplies. Assistant Director Andy Montoya agreed 102. Plaintiff Gallegos informed Assistant Director Andy Montoya that Plaintiff's Voiles, Maxwell and Puiga would be assigned to conduct an inventory of Academy property

Montoya to conduct an inventory of the Academy property.

101. In February of 2012, Plaintiff Gallegos was instructed by Assistant Director Andy

100. Paragraphs 1 through 99 above are incorporated herein as if set forth at length.

## ALL PLAINTIFFS

### OCCURRENCE 3 - ACADEMY INVENTORIES and FIREARMS COUNT 3 - NEGLIGENCE and WHISTLE BLOWER RETALIATION

may be just and proper under the circumstances of this case.

compensatory damages together with costs of suit and attorney's fees, and such other relief as individual favor and against all Defendants, jointly and/or severally, and an award for WHEREFORE, Plaintiffs Voiles, Maxwell, Puiga and Gallegos demand judgment in their emotional distress.

Maxwell, Puiga and Gallegos suffered and continues to suffer compensatory damages and

99. As a direct and proximate result of the actions of all Defendants, Plaintiffs Voiles, Jones and Shea under the doctrine of *respondeat superior*.

Maxwell, Puiga and Gallegos for the actions or omissions of Defendants Eden, Mooney, Medina,

abruptly ordered by Defendant Medina and Andy Montoya to cease any and all inquiries into the

111. Shortly after this incident Plaintiff Voiles, Maxwell, Puga and Gallegos were never put on the inventory lists and that many of the instructors took the firearms home.

gun manufacturers gave the instructors firearms. Defendant Eden stated that these firearms were was not surprised by their findings since when Defendant Eden was an instructor at L.E.A., several

110. Defendant Eden informed Plaintiff Voiles, Maxwell, Puga, and Gallegos that he inspected the firearms recovered by Plaintiff Voiles, Maxwell, Puga and Gallegos.

109. Defendants Eden, Mooney, Medina and Assistant Director Andy Montoya all other L.E.A. property and equipment know to Defendants Eden, Mooney, Medina and Sheas.

108. Plaintiff Voiles, Maxwell, Puga and Gallegos made the issue of the firearms and were located were not listed on any known inventories.

firearms were either missing or not present. It was also discovered that many of the firearms that

107. Plaintiff Voiles, Maxwell and Puga quickly determined that many of these including handguns, shotguns, and semi-automatic rifles.

Voiles, Maxwell and Puga, to begin an inventory of the Law Enforcement Academy firearms, Plaintiff Gallegos, with the approval of Defendant Medina, assigned Plaintiff

106. Plaintiff Gallegos, with the approval of Defendant Medina, assigned Plaintiff were found in Defendant Sheas office.

numerous unrecorded firearms, including loaded semi-automatic rifles, pistols and revolvers, Plaintiff Gallegos to begin an inventory of the Law Enforcement Academy firearms, after

105. On March 21, 2012, after his arrival as L.E.A. Director, Defendant Medina ordered which did not appear on any Academy inventory list.

weapons components, training batons, training aides, and other Academy equipment, much of

104. Also found in the Law Enforcement Academy vault were numerous handguns,

firearms might be, Plaintiff Puiga responded that the missing weapons could likely be in Mexico.

118. When Major Weaver asked Plaintiff Puiga if he had any idea where the missing firearms but had stated to the caller that he was under orders from Defendant Eden not to discuss the issue.

Puiga informed Major Weaver that he had received a call from Governor Martinez's office about had received from Governor Susana Martinez's office concerning missing firearms. Plaintiff had received by Major Weaver about a telephone call Plaintiff Puiga internal affairs investigation, was asked by Major Weaver about a telephone call Plaintiff Puiga subsequently on December 20, 2012, Plaintiff Puiga, during the course of an internal affairs investigation, not to discuss the handgun found in Alaska with anybody.

116. Plaintiff Gallegos was subsequently told by DPs Head of Standards (Internal Affairs), Major Scott Weaver, not to discuss the handgun found in Alaska with anybody.

115. Plaintiff's Maxwell and Gallegos made this fact known to Defendant Mooney.

114. Subsequently in December 2012, Plaintiff Gallegos received a phone call from Fairbanks, Alaska PD and was notified that the Fairbanks Alaska PD had a handgun in their possession that was registered to NM DPs. Also present during this telephone conversation was Plaintiff Maxwell.

113. Plaintiff's Voiles, Maxwell, Puiga and Gallegos were instructed not to discuss the firearms inventory and possible missing and/or stolen weapons with anyone outside the Law Enforcement Academy.

112. Plaintiff's Voiles, Maxwell, Puiga and Gallegos were told by Defendant Medina and Andy Montoya that the order to cease the firearms inventory and investigation came from Defendant Eden.

111. Plaintiff's Voiles, Maxwell, Puiga and Gallegos were instructed not to discuss the firearms inventory and possible missing and/or stolen weapons as to possible inventory of the Law Enforcement Academy firearms and to stop all investigations as to possible missing or stolen weapons.

issues they were retaliated against by the Defendants as detailed above.

126. As a result of Plaintiffs Voiles, Maxwell, Puiga, and Galllegos' reporting of these improper and possibly illegal activities associated with missing EA firearms and equipment.

125. As detailed above Plaintiff Voiles, Maxwell, Puiga, and Galllegos, during their employment with Defendant, EA, reported and made known numerous problems, irregularities, however, no further action was ever taken.

124. Defendant Shea was in charge of the computers at the Academy and had the that the IT department confirmed that their computers had been tampered with remotely; with Defendant Mooney. Defendant Mooney told Plaintiff Voiles Maxwell, Puiga and Galllegos that their computers were being monitored by a ghost program.

123. Plaintiffs Voiles, Maxwell, Puiga and Galllegos addressed their computer issues that their computers were being monitored by a ghost program.

122. Following these incidents Plaintiffs Voiles, Maxwell, Puiga and Galllegos also notice that information was being deleted from their computer without their knowledge and that their computers were being monitored by a ghost program.

121. Following these incidents Plaintiffs Voiles, Maxwell, Puiga and Galllegos noticed cards, computer equipment and supplies.

120. Additional inventories conducted by Plaintiffs Voiles, Maxwell, Puiga and Galllegos revealed other serious problems and deficiencies involving the Academy vehicles, gas weapons again.

119. Major Weaver angrily told Plaintiff Puiga not to ever state that the missing weapons might be in Mexico with the drug cartels and told him to never mention the missing

Defendants Eden and Mooney and discussed the problems at the Law Enforcement Academy

132. In late October or early November of 2012 Plaintiff Maxwell met with

131. Paragraphs 1 through 130 are incorporated herein as if set forth at length.

## ANTHONY MAXWELL - ALL DEFENDANTS

### COUNT 4 - WRONGFUL TERMINATION

may be just and proper under the circumstances of this case.

compensatory damages together with costs of suit and attorney's fees, and such other relief as individual favor and against all Defendants, jointly and/or severally, and an award for WHEREFORE, Plaintiffs Voiles, Maxwell, Puga and Gallegos demand judgment in their emotional distress.

Maxwell, Puga and Gallegos suffered and continues to suffer compensatory damages and 130. As a direct and proximate result of the actions of all Defendants, Plaintiffs Voiles,

Jones and Shea under the doctrine of *respondeat superior*.

Maxwell, Puga and Gallegos for the actions or omissions of Defendants Eden, Mooney, Medina, Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiffs Voiles, 129. Defendants State of New Mexico Department of Public Safety and State of New

16C-1 et.seq.

Maxwell, Puga and Gallegos' disclosure of the above detailed problems pursuant to NMSA 10- 128. All Defendants were prohibited from retaliatory actions against Plaintiffs Voiles,

having their constitutional rights violated.

job, having privileges and benefits taken away, having statutory due process rights violated and 127. The retaliation included, but was not limited to, being threatened with loss of their

134. On December 7, 2012, Defendants Mooney and Shea met with Law Enforcement Academy staff, including Plamitiffs Voiles, Maxwell, Puiga and Gallegos and again prohibited them from discussing any LEA problems or issues with anyone outside of the Academy or DPs.

135. From October to December of 2012, Plamitiffs Voiles, Maxwell, Puiga and Gallegos met with New Mexico State Police Internal Affairs Officer, Major Scott Weaver, both individually and in groups, to discuss problems related to the LEA.

136. Plamitiff Maxwell allowed Major Weaver to take the "link analysis chart" to review it. After Major Weaver returned the "link analysis chart" he stated that it was his job to protect both the Cabinet Secretary (Defendant Eden) and the New Mexico State Police Chief.

137. On December 27, 2012, Plamitiff Maxwell was given an "exemplary" employee notice by Defendants Medina and Jones. The termination notice was personally issued by Defendants Eden and Mooney, terminating Plamitiff Maxwell effective December 28, 2012.

138. Subsequently, on December 27, 2012, Plamitiff Maxwell was given a termination evaluation.

139. Plamitiff Maxwell was terminated, in violation of the Whistleblower Protection Act, for investigating issues related to the Basic Academy curriculum, and missing firearms and equipment and for either drafting or participating in the creation of memos to Defendants Eden, Defendants Eden and Mooney, Medina, Jones and Shea.

144. Paragraphs 1 through 143 are incorporated herein as if set forth at length.

## ANTHONY MAXWELL - DEFENDANTS JONES, EDEN AND MOONEY

### COUNT 5 - DEFAMATION

circumstances of this case.

of suit and attorney's fees, and such other relief as may be just and proper under the

Defendants, jointly and/or severally, and an award for compensatory damages together with costs

WHEREFORE, Plaintiff Maxwell demands judgment in his favor and against all

Maxwell suffered and continues to suffer compensatory damages and emotional distress.

143. As a direct and proximate result of the actions of all Defendants, Plaintiff

doctrine of *respondeat superior*.

for the actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the

Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff Maxwell

142. Defendants State of New Mexico Department of Public Safety and State of New

issues related to the Basic Academy curriculum, missing firearms and equipment.

denying him a right of appeal before the State Personnel Board, in an attempt to cover up the

Act, seven (7) days short of his anniversary date and release from probationary status, thereby

141. Plaintiff Maxwell was terminated, in violation of the Whistleblower Protection

However,

firearms and equipment to persons outside of the LEA, including but not limited to, Major

act, in retaliation for disclosing the issues related to the Basic Academy curriculum, missing

140. Plaintiff Maxwell was terminated, in violation of the Whistleblower Protection

statements like "Don't get yourself Maxwellized" and "Don't be a Maxwell".

151. Defendant Jones also used Plainiff Maxwell's name in a derogatory manner with Eden and Mooney and indicated that these directives came from them.

150. Defendant Jones stated that he had just come from a meeting with Defendants and lying about the Academy.

149. Defendant Jones subsequently told the LEA instructors, including Plainiffs Voiles, Puiga and Gallegos, that Plainiff Maxwell was terminated for unprofessional behavior and enforcement officer again.

148. At this same meeting the LEA instructors, including Plainiffs Voiles, Puiga and Gallegos, were threatened with termination if they associated with Plainiff Maxwell and were told that if they associated with Plainiff Maxwell they would never work in New Mexico as a law enforcement officer again.

147. Defendant Jones also told the LEA instructors, including Plainiffs Voiles, Puiga and Gallegos, that "any other instructors who join him (Maxwell) will be brought up on charges of malicious inventory prosecution."

146. Subsequently, in January of 2013, Defendant Jones, during a meeting with LEA Maxwell provided supporting documentation to both the Attorney General's Office and the FBI. Betz of the Law Enforcement Academy Board, concerning the problems at the LEA. Plainiff Corruption/White Collar Crimes Unit of the FBI and provided a verbal briefing to Chief Harry Compaint with the New Mexico Attorney General's Office, a formal complaint with the Public 145. Plainiff Maxwell, in January of 2013, following his termination filed, a formal

proper under the circumstances of this case.

Defendants, jointly and/or severally, and an award for compensatory damages and punitive damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the circumstances of this case.

WHEREFORE, Plaintiff Maxwell demands judgment in his favor and against all

- a. Out of pocket expenses for legal fees;
- b. Harm to plaintiff's good name and character among his friends, neighbors and acquaintances;
- c. Harm to plaintiff's good standing in the community;
- d. Personal humiliation;
- e. Decreased social activities and loss of life's pleasures; and,
- f. Mental anguish and suffering;

Maxwell, has suffered injuries and damages including, but not limited to the following:  
157. As a direct and proximate result of Defendants' statements, Plaintiff Anthony

instructors of the Law Enforcement Academy.  
156. Defendants' statements were negligently made and conveyed its meaning to the  
contempt, harmed his reputation and/or discredited others from associating or dealing with him.  
155. Defendants' statements were false and exposed Plaintiff Anthony Maxwell to  
instructors.

154. Defendants' statements were made to the other Law Enforcement Academy  
detailed above, were concerning Anthony Maxwell.

153. Additionally, Defendants' derogatory use of Plaintiff Anthony Maxwell's name as  
unprofessional behavior and lying about the Academy were concerning Anthony Maxwell.

152. Defendants' statements that Plaintiff Anthony Maxwell was terminated for

law enforcement officer again.

163. On December 27, 2012, Plaintiff Maxwell was terminated effective December 28, 2012. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, were threatened with termination if they associated with Plaintiff Maxwell and were told that if they associated with Plaintiff Maxwell they would never work in New Mexico as a college student, were threatened with termination if they associated with Plaintiff Maxwell and were 164. Subsequently, in January of 2013, Defendant Jones also told the LEA instructors, including Plaintiff Voiles, Puiga and Galllegos, that "any other instructors who join him (Maxwell) will be brought up on charges of malicious invention."

165. At this same meeting the LEA instructors, including Plaintiff Voiles, Puiga and (Maxwell) will be brought up on charges of malicious invention."

166. On December 27, 2012, Plaintiff Maxwell was terminated effective December 28, 2012. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, both individually and in groups, to discuss problems related to the LEA. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos and Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, met with New Mexico State Police Internal Affairs Officer, Major Scott Weaver, both individually and in groups, to discuss problems related to the LEA.

167. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, met with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to discuss any LEA problems or issues with anyone outside of the Academy or DPS. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, met with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to discuss any LEA problems or issues with anyone outside of the Academy or DPS.

168. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, met with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to discuss any LEA problems or issues with anyone outside of the Academy or DPS.

169. Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, met with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to discuss any LEA problems or issues with anyone outside of the Academy or DPS.

170. On October 11, 2012, this memorandum was forwarded by Plaintiff Galllegos to Plaintiff Medina.

171. On October 11, 2012 Plaintiff Medina, together with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, authorized an 8 page memorandum. The memorandum subject was "Hostile Work Environment, Workplace Stress, Unaccountability of State Resources, Breach of Contract".

172. On October 11, 2012 Plaintiff Voiles, together with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to agree to the memorandum. The memorandum subject was "Hostile Work Environment, Workplace Stress, Unaccountability of State Resources, Breach of Contract".

173. On October 11, 2012 Plaintiff Voiles, together with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to agree to the memorandum. The memorandum subject was "Hostile Work Environment, Workplace Stress, Unaccountability of State Resources, Breach of Contract".

174. On October 11, 2012 Plaintiff Voiles, together with Plaintiff Maxwell, Plaintiff Voiles, Plaintiff Puiga, and Plaintiff Galllegos, to agree to the memorandum. The memorandum subject was "Hostile Work Environment, Workplace Stress, Unaccountability of State Resources, Breach of Contract".

## GEORGE PUIGA - ALL DEFENDANTS

### COUNT 6 - CONSTRUCTIVE DISCHARGE

166. Plaintiff Puiga was present at this meeting.

167. Plaintiff Puiga continued to associate with Anthony Maxwell.

168. On or about January 22, 2013 Defendant Jones told Plaintiff Puiga and other Academy instructors, including Plaintiff Voiles and Gallegos, the staff would have to start "Teaching the Test" to the police cadets.

169. On or about January 23, 2013, Plaintiff Puiga and Voiles informed Bureau Chief Gallegos they heard Academy Instructor Elliott Gutmann reading test questions to the cadets.

170. On or about January 23, 2013, Plaintiff Puiga was ordered out of the class by Defendant Jones. Plaintiff Puiga heard Defendant Jones yelling at the cadets.

171. On or about January 29, 2013 Defendant Jones has a meeting with the LEA staff. Plaintiff Voiles, Puiga and Gallegos raised concerns because they were told they had to "Start reprimands for "Sleeping in the dormitories and eating in the dining facility". Plaintiff Puiga responded to the erroneous accusations in writing.

172. In February of 2013, Plaintiff's Voiles, Puiga and Gallegos were given written reprimands for "Sleeping in the dormitories and eating in the dining facility". Plaintiff Puiga became aggressive and angry toward Plaintiff Puiga. On these occasions Defendant Jones would stand directly in front of Plaintiff Puiga, within a couple of inches of Plaintiff Puiga, with clenched fists and yell at Plaintiff Puiga because Plaintiff Puiga's refusal to teach the tests.

173. On numerous occasions in early 2013, Defendant Jones became aggressive and Plaintiff Puiga was confronted by Defendant Jones he was in fear that Plaintiff Puiga would yell at Plaintiff Puiga because Plaintiff Puiga's refusal to teach the tests.

174. When Plaintiff Puiga was confronted by Defendant Jones he was in fear that Plaintiff Puiga because Plaintiff Puiga's refusal to teach the tests.

attorney's fees, and such other relief as may be just and proper under the circumstances of this jointly and/or severally, and an award for compensatory damages together with costs of suit and WHEREFORE, Plaintiff Puiga demands judgment in his favor and against all Defendants, suffered and continues to suffer compensatory damages and emotional distress.

180. As a direct and proximate result of the actions of all Defendants, Plaintiff Puiga actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the doctrine of Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff for the

179. Defendants State of New Mexico Department of Public Safety and State of New received an exemplary performance evaluation.

178. Defendants' actions as detailed above, including but not limited to the continued that Plaintiff had no choice but to resign from his position even though Plaintiff had complaints with LEA Human Resources Department created working conditions so intolerable retaliation in violation of the Whistleblower Protection Act, and failure to allow Plaintiff to file threats of termination, violations of Plaintiff's statutory and Constitutional rights,

177. The above listed conduct became so oppressive that Plaintiff George Puiga was forced to resign his position on May 24, 2013.

176. Some time prior to May 24, 2013, Plaintiff Puiga was placed under investigation by DPS without being given notice as required by state statute.

175. Plaintiff Puiga attempted on several occasions, during his employment with LEA, to file complaints with the LEA Human Resources Department concerning the above listed actions and was prohibited from doing so.

Case 1:14-cv-00428-KBM-SCY Document 25 Filed 10/03/14 Page 27 of 42

18/. Paragraphs 1 through 186 are incorporated herein as if set forth at length.

## PHILIP GALLEGO - ALL DEFENDANTS

## COUNT 8 - WRONGFUL TERMINATION

Circumstances of this case.

WHEREFORE, Plaintiff George Puga demands judgment in his favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the

186. As a direct and proximate result of the actions of all Defendants, Plaintiff George Puga suffered and continues to suffer compensatory damages and emotional distress.

*respondet superior.*

185. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff for the actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the doctrine of respondeat superior.

Mexico Law Enforcement Academy had a duty to follow the requirements and did not do so.

such as the certain rights shall then attach.

183. Pursuant to 29-14-2 and 29-14-4 an officer under investigation is to be notified of

by DPs without being given notice as required by state statute.

181. Paragraphs I through 180 are incorporated herein as if set forth at length.

181. Paragraphs 1 through 180 are incorporated herein as if set forth at length.

## GEORGE PUGA - ALL DEFENDANTS

**COUNT 7 - VIOLATION OF DUE PROCESS**

188. In January of 2013, Plaintiff Gallegos was informed by Defendant Jones that Internal Affairs needed to speak to him on January 18, 2013 regarding instructors staying in the dormitories after being told they could not. Plaintiff Gallegos was informed by Defendant Jones that this interview, Plaintiff Gallegos did not follow the instructions provided by Defendant Jones. On January 18, 2013, Plaintiff Gallegos was interviewed by Scott Weaver, NMSP 189. Defendant Jones told Plaintiff Gallegos how he should answer questions during this interview. Plaintiff Gallegos did not follow the instructions provided by Defendant Jones. In February of 2013, Plaintiff Gallegos were given written reprimands for "Sleeping in the dormitories and eating in the dining facility". Plaintiff Gallegos responded to the erroneous accusations in writing.

190. On January 18, 2013, Plaintiff Gallegos was interviewed by Scott Weaver, NMSP 191. In February of 2013, Plaintiff Gallegos were given written reprimands for "Sleeping in the dormitories and eating in the dining facility". Plaintiff Gallegos responded to the erroneous accusations in writing.

192. In January, 2013, Administrative Assistants Erica Esquibel and Michelle Himbarger reported to Plaintiff Gallegos that Defendant Jones wanted them to alter notarized documents. Plaintiff Gallegos addressed this issue with Defendant Jones, who told Plaintiff Gallegos that too many agencies were complaining to headquarters about the required documents. Plaintiff Gallegos told Defendant Jones he would not alter any notarized documents.

193. Plaintiff Gallegos told Defendant Jones he would not alter any notarized documents.

194. In January, 2013 Defendant Jones told Plaintiff Gallegos the staff would have to start "Teaching the Test" to the police cadets.

195. Plaintiffs Voiles, Puiga and Gallegos raised concerns to Defendant Jones because they had to "Start Teaching the Test".

act, in retaliation for disclosing the issues related to the Basic Academy curriculum, missing 202. Plaintiff Gallegos was terminated, in violation of the Whistleblower Protection

Defendant Mooney's son.

documents; for refusing to "teach the test"; and, for recommending disciplinary actions against to Defendants Eden, Mooney, Medina, Jones and Shea; for refusing to alter legally notarized related to missing firearms and equipment; for drafting or participating in the creation of memos act, for investigating issues related to the Basic Academy curriculum; for investigation issues 201. Plaintiff Gallegos was terminated, in violation of the Whistleblower Protection

with LEA.

200. On or about July 11, 2013, Plaintiff Gallegos was terminated from his position disciplinary actions.

199. Plaintiff Gallegos objected to Defendant Jones concerning the change in the decided that the discipline for the two police cadets would only be a verbal discussion. Defendant Mooney. Defendant Jones later informed Plaintiff Gallegos that "Headquarters" had discovered in one of the male cadets' dormitory rooms. One of the cadets was the son of disciplinary action against two police cadets when it was reported a female cadet had been 198. On January 31, 2013, Plaintiff Gallegos provided a written recommendation for ordered Plaintiff Gallegos to rescind his letter. Plaintiff Gallegos refused to rescind the letter.

197. On February 13, 2013, Defendant Jones held a meeting with the LEA Staff and would not teach the test.

Defendants Jones, Mooney and Eden stating he would not alter notarized documents and he 196. On February 11, 2013, Plaintiff Gallegos submitted a written response to

206. Paragraphs 1 through 205 are incorporated herein as if set forth at length.
207. On February 14, 2013, Defendants Jones and Medina informed Plaintiff Gallegos that "he was not working out and would be moved out of the basic bureau".
208. Some time prior to June 6, 2013, Plaintiff Gallegos was placed under investigation by DPS without being given notice as required by state statute.

**COUNT 9 - VIOLATION OF DUE PROCESS**

203. Plaintiff Gallegos was terminated, in violation of the Whistleblower Protection Act, in an attempt to cover up the issues related to the LEA as detailed above.

204. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff Gallegos for the actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the doctrine of *respondeat superior*.

205. As a direct and proximate result of the actions of all Defendants, Plaintiff Gallegos suffered and continues to suffer compensatory damages and emotional distress.

WHEREFORE, Plaintiff Gallegos demands judgment in his favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the circumstances of this case.

209. On June 11, 2013 Plaintiff Gallegos was provided with a Notice of Investigation which covered alleged incidents beginning in June of 2012 and covering a period of over one year.

210. The Notice of Investigation did not contain the names of all known complainants and was vague as to many of the allegation of misconduct, in violation of state statute.

211. On June 11, 2013 Plaintiff Gallegos was forced to give a compelled employee statement which lasted over two hour and forty minutes, again in violation of state statute.

212. On or about June 25, 2013, Plaintiff Gallegos was issued a Notice of Contemplated Action, dated June 17, 2013.

213. On or about July 8, 2013, Plaintiff Gallegos submitted a written response to the Notice of Contemplated Action, dated July 5, 2013.

214. On or about July 11, 2013, Phillip Gallegos received the Notice of Final Action – Termination, via hand-delivery, without Defendants complying with state statutes.

215. Pursuant to 29-14-2 and 29-14-4 an officer under investigation is to be notified of such and certain rights shall then attach.

216. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy had a duty to follow the requirements and did not do so.

217. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff for the actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the doctrine of Mexico Law.

218. As a direct and proximate result of the actions of all Defendants, Plaintiff respondedat superior.

Gallegos suffered and continues to suffer compensatory damages and emotional distress.

harmed his reputation and/or discouraged others from associating or dealing with him.

225. Defendants' statements were false and exposed Plaintiff Gallegos to contempt, instructors.

224. Defendants' statements were made to the other Law Enforcement Academy behavior and lying about the Academy were concerning Plaintiff Gallegos.

223. Defendants' statements that Plaintiff Gallegos was terminated for unprofessional behavior and lying about the Academy.

222. Following Plaintiff Gallegos' termination Defendant Jones told the LEA unprofessional behavior and lying about the Academy.

221. On or about July 11, 2013, Plaintiff Gallegos was terminated from his position ethical behavior issues with him and therefore could not look at him as a perspective employee.

220. In May of 2013, Plaintiff Gallegos, who had sought employment outside of DPs, was informed by a perspective employee that they were told by DPs that there were moral and was informed by a perspective employee that they were told by DPs that there were moral and ethical behavior issues with him and therefore could not look at him as a perspective employee.

219. Paragraphs 1 through 218 are incorporated herein as if set forth at length.

## PHILIP GALLEGOS - ALL DEFENDANTS

### COUNT 10 - DEFAMATION

WHEREFORE, Plaintiff Gallegos demands judgment in his favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the circumstances of this case.

certification history were missing and could not be found.

230. In June and July of 2012 Plaintiff Voiles employment file and police instructor DPS without being given notice as required by state statute.

229. In March and May of 2012, Plaintiff Voiles was placed under investigation by

228. Paragraphs 1 through 27 are incorporated herein as if set forth at length.

### EARL C. VOILES - ALL DEFENDANTS

### COUNT II - VIOLATION OF DUE PROCESS

circumstances of this case.

of suit and attorney's fees, and such other relief as may be just and proper under the Defendants, and an award for compensatory damages and punitive damages together with costs WHEREFORE, Plaintiff Gallegos demands judgment in his favor and against all

- a. Out of pocket expenses for legal fees;
- b. Harm to plaintiff's good name and character among his friends, neighbors and acquaintances;
- c. Harm to plaintiff's good standing in the community;
- d. Personal humiliation;
- e. Decreased social activities and loss of life's pleasures; and,
- f. Mental anguish and suffering;

suffered injuries and damages including, but not limited to the following:

227. As a direct and proximate result of Defendants' statements, Plaintiff Gallegos has other instructors of the Law Enforcement Academy.

226. Defendants' statements were negligently made and conveyed its meaning to the

23/. Paragraphs 1 through 236 above are incorporated here as if set forth at length.

**COUNT 12 - NEGLIGENCE and WHISTLE BLOWER RETALIATION**

**EARL C. VOLLES - ALL DEFENDANTS**

circumstances of this case.

WHEREFORE, Plaintiff Voules demands judgment in his favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the

236. As a direct and proximate result of the actions of all Defendants, Plaintiff Voiles suffered and continues to suffer compensatory damages and emotional distress.

doctrine of *respondent superior*.

235. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff Voiles for the actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the

Mexico Law Ethicoregiment Academy had a duty to follow the requirements and did not do so.

234. Department of Public Safety and State of New Mexico Department of Public Safety and State of New

such and certain things shall then attach.

255. I assent to 25-1-122 and 25-1-144 an officer under investigation is to be notified of

Journal of Clinical Anesthesia 2000;14:539-545. © 2000 by the Society of Clinical Anesthesia Societies.

On the other hand, among the human values, peace education was emphasized, no other

2021 THE PRACTICAL APPROACH TO COMMERCIAL BANKING IN THE U.S. 6

238. On April 16, 2013 Plaintiff Earl Voiles sustained a work related injury to his back and was placed on worker's compensation.

239. Plaintiff Earl Voiles was approved and scheduled through worker's compensation to undergo back surgery on May 24, 2013, however, Earl Voiles' worker's compensation was cancelled and Plaintiff Earl Voiles was required to use his own health insurance to have the surgery performed. Three (3) days later Plaintiff's Earl Voiles' worker's compensation was reinstated.

240. Plaintiff Earl Voiles requested, through HR Director Vicki Bowsers, information concerning who had interfered with his workers' compensation claim but was never provided any information.

241. On July 1, 2013 Plaintiff Earl Voiles returned to work on a limited duty status with restriction on his physical duties and abilities including a limitation on running.

242. On July 10, 2013, Defendant Sheea informed Plaintiff Earl Voiles that unless he was returned to "full duty" and performed the 1 1/2 mile run he would not be considered part of the team, even though Voiles had an exemplary performance evaluation.

243. During the remainder of July 2013 Defendant Jones required Plaintiff Earl Voiles to perform physical training including a daily 1 1/2 mile run in contradiction of his light duty restriction.

244. When Plaintiff Earl Voiles was unable to perform the runs he was belittled and berated by Defendant Jones.

245. Plaintiff Earl Voiles reported this activity to Human Resources Manager Swooboda and was told by Mrs. Swooboda that being required to run an hour out of each eight

by the Defendants as detailed above.

253. As a result of Plaintiffs' reporting of these issues he was retaliated against activities associated with missing LFA firearms and equipment.

252. As detailed above Plaintiff's Voiles, during his employment with Defendant LFA, reported and made known numerous problems, irregularities, improper and possibly illegal activities associated with missing LFA firearms and equipment.

4, 2013 after twenty-two (22) weeks of nonpayment.

251. Plaintiff Earl Voiles' worker's compensation payments were reinstated on April 2013 after twenty-two (22) weeks of nonpayment.

250. On January 8, 2014, Worker's Compensation Administration Mediator Richard B. McLarkin filed a Recommended Resolution recommending the Plaintiff Earl Voiles' worker's compensation payments be reinstated from the date of interruption.

249. On November 27, 2013 Plaintiff Earl Voiles filed a complaint with the New Mexico Worker's Compensation Administration concerning the stoppage of his worker's compensation payments.

248. Subsequent to the EOC complaint Defendant Department of Public Safety Department of Public Safety.

247. On September 24, 2013 Plaintiff Earl Voiles filed a formal complaint with the EOC of a violation of the Americans with Disabilities Act of 1990 against Defendant EOC.

246. On July 31, 2013 Plaintiff Earl Voiles, as a result of the required daily run, reinjured his back and was again placed on worker's compensation.

245. Accommodations were made concerning Plaintiff Voiles' light duty restrictions.

hour day was "occasionally" as stated in his light duty restrictions. No other reasonable

Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiffs' Voiries,

260. Defendants State of New Mexico Department of Public Safety and State of New

and Gallegos in violation of the Whistleblower Protection Act.

and undertook actions in furtherance thereof to retaliate against Plaintiff's Voiries, Maxwell, Puig

259. As detailed above Defendants Eden, Mooney, Medina, Jones and Shea conspired

258. Paragraphs 1 through 257 are incorporated herein as if set forth at length.

## ALL PLAINTIFFS - ALL DEFENDANT

### COUNT 13 - CONSPIRACY

circumstances of this case.

costs of suit and attorney's fees, and such other relief as may be just and proper under the

all Defendants, jointly and/or severally, and an award for compensatory damages together with

WHEREFORE, Plaintiff Voiries demands judgment in their individual favor and against

suffered and continues to suffer compensatory damages and emotional distress.

257. As a direct and proximate result of the actions of all Defendants, Plaintiff's Voiries

doctrine of *respondeat superior*.

the actions or omissions of Defendants Eden, Mooney, Medina, Jones and Shea under the

Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiff's Voiries for

256. Defendants State of New Mexico Department of Public Safety and State of New

disclosure of the above detailed problems pursuant to NMSA 10-16C-1 et seq.

255. All Defendants were prohibited from retaliatory actions against Plaintiff's Voiries,

compensation improperly tampered with.

254. The retaliation included, but was not limited to, having his worker's

United States.

protected under both the Constitution of the State of New Mexico and the Constitution of the 265. Plaintiffs Voiles, Maxwell, Puiga and Gallegos' right to freedom of speech is

associated with Plaintiff Maxwell following his termination.

264. Plaintiffs Voiles, Puiga and Gallegos were threatened with termination if they Department of Public Safety or they would be fired.

could not discuss the above listed EA issues with anyone outside of the New Mexico 263. Plaintiffs Voiles, Maxwell, Puiga and Gallegos were repeatedly told that they

262. Paragraphs 1 through 261 are incorporated herein as if set forth at length.

#### ALL PLAINTIFFS - ALL DEFENDANTS

#### COUNT 14 - DEPRIVATION OF CONSTITUTIONAL RIGHTS

proper under the circumstances of this case.

damages together with costs of suit and attorney's fees, and such other relief as may be just and favor and against all Defendants, jointly and/or severally, and an award for compensatory

WHEREFORE, Plaintiffs Voiles, Maxwell, Puiga and Gallegos demand judgment in their

emotional distress.

Maxwell, Puiga and Gallegos suffered and continue to suffer compensatory damages and 261. As a direct and proximate result of the actions of all Defendants, Plaintiffs Voiles,

Jones and Shea under the doctrine of *respondeat superior*.

Maxwell, Puiga and Gallegos for the actions of omissions of Defendants Eden, Mooney, Medina,

incorporated herein by reference, caused Plaintiffs Voiles, Maxwell, Puiga and Gallegos to suffer the bounds of common decency and were atrocious and intolerable to the ordinary person.

271. The intentional actions pursued by Defendants, as detailed above and reference were intentional, extreme and outrageous under the circumstances, and were beyond the bounds of common decency and were atrocious and intolerable to the ordinary person.

270. The actions of all Defendants, as detailed above and incorporated herein by reference were intentional, jointly and/or severally, and an award for compensatory favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the circumstances of this case.

269. Paragraphs 1 through 268 above are incorporated herein as if set forth at length.

### ALL PLAINTIFFS - ALL DEFENDANTS

#### COUNT 15 - INFILTRATION OF EMOTIONAL DISTRESS

WHEREFORE, Plaintiffs Voiles, Maxwell, Puiga and Gallegos demand judgment in their favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the circumstances of this case.

268. As a direct and proximate result of the actions of all Defendants, Plaintiffs Voiles, Jones and Shea under the doctrine of *respondeat superior*.

267. Defendants State of New Mexico Department of Public Safety and State of New Mexico Law Enforcement Academy are directly and/or vicariously liable to Plaintiffs Voiles, Maxwell, Puiga and Gallegos for the actions or omissions of Defendants Eden, Mooney, Medina, Mexico and Shea under the doctrine of *respondeat superior*.

266. Plaintiffs Voiles, Maxwell, Puiga and Gallegos' right to freedom of association is protected under both the Constitution of the State of New Mexico and the Constitution of the United States.

265. Plaintiffs Voiles, Maxwell, Puiga and Gallegos' right to freedom of association is protected under both the Constitution of the State of New Mexico and the Constitution of the United States.

*respondat superior.*

actions of or omissions of Deaf individuals, Jones and Shea under the doctrine of

Mexico Law Institute Academy and/or Vicariously liable to Plaintiffs for the

276. Department of Public Safety and State of New Mexico

throughout the course of the transition against firms with more market power, Puga and Gallegos.

14. — *Second camp leader, "Monden," Morden, Sonches and Shee were hot property superseded*

<sup>2</sup> See, e.g., *Summary and Application of Discardomics Data, Moonley, Medina, Jones and Shea*.

ເນັດຖິກສິລະວົງ ໂດຍ ເປັນ ຂອບ ຂົງກະຕົວ ດັ່ງນີ້ ເພື່ອ ດັ່ງກໍາລົງລົງ ເພື່ອ ດັ່ງກໍາລົງລົງ

SINGAPORE LAW JOURNAL

SECTION 10. REGULATING THINNING, MAINTAINING AND SUPERVISION

under the circumstances of this case.

legumes, with doses of skin and mucosity 5 times, and such other remedy as may be just and proper

...and an award for comprehensive, timely and effective damage assessment.

the *Journal of the American Academy of Child and Adolescent Psychiatry* in their *Journal of the American Academy of Child and Adolescent Psychiatry*.

### Nonmonotonic Reasoning in Databases

Figure 10. The dynamics of demand growth were the direct and proximate result of the

ՀԱՅԱՍՏԱՆԻ

chromatid exchange, loss of specificity, loss of their personal safety, and loss of standing within the

<sup>10</sup> See, for example, "Assessing the Impact of the New Financial Regulation," *Journal of Financial Regulation* 13, 1 (2010).

JOSEPH E. CAMPBELL  
 Attorney for Plaintiffs  
 3 George Court Suite C2  
 Edgewood, New Mexico 87015  
 (505) 286-7800  
 Fax (505) 286-2411

\S\ Joseph E. Campbell, Esq.  
 Electronically Signed

Respectfully submitted

WHEREFORE, Plaintiffs Voiles, Maxwell, Puga and Gallagos demand judgment in their favor and against all Defendants, jointly and/or severally, and an award for compensatory damages together with costs of suit and attorney's fees, and such other relief as may be just and proper under the circumstances of this case.

Maxwell, Puga, and Gallagos suffered and continue to suffer compensatory damages and emotional distress.

277. As a direct and proximate result of the actions of all Defendants, Plaintiffs Voiles,

Maxwell, Puga, and Gallagos suffered and continue to suffer compensatory damages and

damages together with costs of suit and attorney's fees, and such other relief as may be just and